IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

WRIT PETITION NO. 949 (M/S) OF 2006
(Stay Application No. 9132 of 2006)

Davendra Singh S/o Late Ajmer Singh
R/o Village Mundia Kala
Tehsil – Bazpur, District – Udham Singh Nagar .....Petitioner

Versus

1. Bank of Baroda, Head Office Mandvi Baroda, Gujrat, through its Chairman/Managing Director.
2. Bank of Baroda Branch Bazpur, Bazpur District U.S. Nagar, through its Branch Manager, Bazpur District Udham Singh Nagar.
3. Collector, Udham Singh Nagar, Rudrapur
4. Tehsildar Bazpur, District Udham Singh Nagar. .....Respondents

21.07.2006

Sri Ahrar Baig, Counsel for the petitioner
Sri M.L. Sah & Sri Siddarth Sah, counsels for the respondent no.1 & 2.
Standing Counsel for the respondent no.3 & 4.

Hon'ble Rajesh Tandon, J.

Heard Sri Ahrar Baig, Counsel for the petitioner, Sri M.L. Sah & Sri Siddarth Sah, Counsels for the respondent no. 1 & 2 and Standing Counsel for the respondent no.3 & 4.

By the present writ petition, the petitioner has prayed for a writ of certiorari quashing the recovery notice dated 13.07.2006 passed by respondent no.4.

Briefly stated, the petitioner had taken an agriculture loan on 19.07.2003 from Bank of Baroda Branch Bazpur Distt: Udham Singh Nagar for the amount of Rs.56,000.00 for the purpose of agriculture work.

On 13.07.2006, a recovery notice has been issued for recovering the loan amount with interest against the petitioner.

The grievance of the petitioner is that due to financial crises he is unable to repay the loan amount at present. However, it will be feasible to him, if the remaining loan amount is being permitted to deposit in easy instalments.

In the case of ***Central Bank of India Vs. Ravindra and others, AIR 2001 SC 3095,*** the Apex Court had observed:

"Statement of accounts supplied by banks to borrowers many a times do not contain particulars or details of debit entries and when written in hand are worse than medical prescriptions putting to test the eyes and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalized."

In view of the above, the Bank authorities are directed to furnish the loan account to the petitioner on production of the certified copy of this order.

In view of the aforesaid, after furnishing of the Account, the petitioner is directed to pay the entire outstanding loan amount in eight equal three monthly instalements. The first instalment will be paid after three months from today. The amount of interest will be paid in the last instalment. In case of default of any instalment, liberty is given to the petitioner to pay the loan amount in instalments shall no more be available.

Subject to the aforesaid observation, writ petition is disposed of. No order as to costs.

21.07.2006 **(Rajesh Tandon, J.)**

Jain